



SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)		RATING		PAGE OF PAGES 1 13	
2 CONTRACT NUMBER TOS09020		3 SOLICITATION NUMBER A09025		4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5 DATE ISSUED 12/15/2008	
7 ISSUED BY DEPARTMENT OF TREASURY 1500 PENNSYLVANIA AVENUE, NW PROCUREMENT SERVICES DIVISION ATTN: KEVIN YOUEL-PAGE WASHINGTON DC 20220		CODE TDP-YOUELK		6 REQUISITION/PURCHASE NUMBER 09PR-TDP-100/000001			
8 ADDRESS OFFER TO (If other than item 7)							

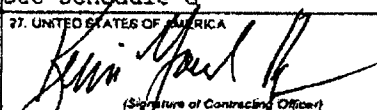
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION			
9 Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if none carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)			
CAUTION: Late Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL: 		A. NAME KEVIN YOUEL-PAGE	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT	
		C. E-MAIL ADDRESS KEVIN.YOUEL-PAGE@DO.TREAS.GOV	

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(A)	SEC	DESCRIPTION	PAGE(S)
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. CALCULATED FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-6)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)
		30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CADWALADER WICKERSHAM & TAFT LLP ONE WORLD FINANCIAL CENTER NEW YORK NY 10281-1003		15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Deryck A. Palmer Co-Chair Financial Restructuring Department
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 1/27/09

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$417,562.50	21. ACCOUNTING AND APPROPRIATION See schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 USC 2304 (a) <input type="checkbox"/> 41 USC 253 (a) <input checked="" type="checkbox"/> 2		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7) See Schedule G		25. PAYMENT WILL BE MADE BY See Schedule G	
26. NAME OF CONTRACTING OFFICER (Type or print) KEVIN YOUEL-PAGE		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 1/27/2009

IMPORTANT - Award will be made on this form, or on Standard Form 28, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOS09020

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

CADWALADER WICKERSHAM & TAFT LLP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 07/20/2009</p> <p>Admin Office: DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220</p> <p>Delivery Location Code: TDP TDP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 US</p> <p>Payment: TDP PAYMENT DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220</p> <p>Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>FOR: Destination Period of Performance: 01/21/2009 to 07/20/2009</p> <p>Contract Ceiling Obligated Amount: \$417,562.50</p> <p>The total amount of award: \$417,562.50. The obligation for this award is shown in box 20.</p>				

SECTION B – SUPPLIES OR SERVICES PRICES

B.1 PRICING SCHEDULE

LABOR RATE TABLE

Labor Category	Hourly Labor Rate
Partner	
Associate	
Special Counsel	
Legal Assistant	

PRICE MODEL

Labor Category	Estimated Hours	Standard Labor Rates	Ceiling Labor Rates (offered to Treasury)	Extended Price (using discounted rates)
Partner				
Associate				
Special Counsel				
Total Estimated Hours				
Not to exceed travel costs =				
Total Ceiling Price =				\$417,562.50

B.2 TRAVEL

a.) All non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov with the search on "FTR".

b.) Local travel will not be reimbursed under this contract. Examples of local travel, which will not be subject to reimbursement, are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

SECTION C – DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Department of the Treasury (Treasury) is seeking a law firm with an established bankruptcy practice to provide legal expertise and guidance on highly complex bankruptcy issues in order to appropriately structure possible Treasury loans to or other investments in multiple large institutions. This work includes, but is not limited to, the provision of legal advice and the negotiation and drafting of certain provisions for incorporation into investment agreements and related documentation that Treasury may develop in order to implement investments through the Troubled Asset Relief Program (TARP). All such documentation must comply with all applicable laws and regulations.

Without limiting the generality of the foregoing, all deliverables hereunder order shall fully comply with the all of the terms, conditions, and requirements of: the Emergency Economic Stabilization Act of 2008 (Act); any applicable regulations; Treasury policy; and best practices.

It is anticipated that work under the contract will occur in two phases. The first phase will involve the provision of initial advice to Treasury and the negotiation and drafting of certain provisions to be incorporated into documents that Treasury may develop in order to implement possible loans to or other investments in multiple large institutions. The second phase will involve the provision of advice, as may be needed, concerning bankruptcy and related issues for the remaining period of performance. The first phase will begin immediately upon award. The second phase may begin immediately after the first phase, or may occur later, depending on market conditions. It is anticipated that work will not be required under the contract after six months from the date of award, and may end sooner depending on the need for and timing of the second phase. However, the need for services could extend beyond six months in the event of a bankruptcy filing by one or more of the institutions in which Treasury invests.

SECTION D – PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, submittals, etc., to the Contracting Officer (CO) or the Contracting Officer's Representative (COTR) shall be paid by the Contractor.

D.2 PACKAGING AND MARKING

(a) All information submitted to the Contracting Officer or the COTR shall clearly indicate the contract number and/or purchase order number for which the information is being submitted.

(b) All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, purchase order number (if any), description of contents, and contractor's name.

SECTION E – INSPECTION & ACCEPTANCE

E.1 CONTRACTOR MONITORING RESPONSIBILITY

Notwithstanding FAR 52.246-6, Inspection – Time-and-Material and Labor-Hour, the contractor is responsible for periodic and day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall note any deficiencies found and corrective action taken and document his corresponding file as to the outcome.

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/index.html>

CLAUSE
52.246-6

TITLE AND DATE
Inspection - Time-and-Material and Labor Hour

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

Phase I - Immediately upon contract award through approximately February 28, 2009
Phase II - Immediately after Phase I to six (6) months from the date of award

F.2 DELIVERABLES

The first phase of deliverables will include the provision of legal services to negotiate, draft and incorporate certain bankruptcy-related provisions into any documents that Treasury may develop for purposes of implementing a possible loan to or other investment in multiple large institutions.

The second phase of deliverables will include the provision of advice, as may be needed, concerning bankruptcy and related issues for the remaining period of performance.

The contractor shall deliver electronically a copy of the **Weekly Contract Status Report** to the COTR and the Contracting Officer. The contractor shall report weekly for each task order under this contract the most recent information available on:

- a) Hours and dollars spent, including cumulative totals of each;
- b) Current contractor personnel engaged;
- c) Any event that may have triggered review or discussion of the conflict of interest clauses;
- c) Any other contract issues; and
- d) Weekly accomplishments.

F.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov

<u>CLAUSE</u>	<u>TITLE AND DATE REFERENCE</u>
52.242-15	Stop-Work Order (AUG 1989)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR'S PROPOSAL

The Contractor's final revised proposal dated January 21, 2009 is incorporated into this contract, with the exception of the proposed Price Model. The labor hour rates to be billed under this contract may be lower than, but may not exceed, those reflected in Section B above.

G.2 KEY PERSONNEL

The contractor shall list below the name(s) of person(s) who will be assigned the responsibility for success of the work products(s). The individual(s) names shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as "Key Personnel".

<u>Employee Name</u>	<u>Position Title</u>
Deryck Palmer	Partner
John Rapisardi	Partner
George Davis	Partner
Mark Ellenberg	Partner
Andrew Troop	Partner

**G.3 1052.201-70 CONTRACTING OFFICER'S TECHNICAL
REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)**

(a) The Contracting Officer's Technical Representative/Project Officer is.

NAME: Mr. Duane Morse
ADDRESS: 1500 Pennsylvania Avenue, NW
Washington, DC 20220
Phone: (202) 622-1192

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s);
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- ~~(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or~~
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted electronically to the following address:
VendorPay@do.treas.gov.

(b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.

(c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.

(d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), labor categories, labor hours worked per labor category, labor rate, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department under this contract in a secure location with access limited to only those personnel with a "need to know." Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217.

H.2 COOPERATION WITH OTHER ORGANIZATIONS

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury Department determines it to be in the best interest of the Government.

H.3 LABOR RATES

Labor rates under this contract shall not exceed the rates provided in the Contractor's proposal, as set forth in Section B-1, Labor Rate Table.

H.4 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7—1.11 of the ABA's Model Rules of Professional Conduct, the Federal Acquisition Regulation (FAR), or 31 CFR Part 31. Further, Contractor agrees that its future attorney-client relationship with Treasury will be governed by the FAR, 31 CFR Part 31, and any other conflict of interest policies and procedures that may be issued by the Secretary of Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

(b) Prior to each assignment of a new legal matter, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of conflict under the ABA's Model Rules, the FAR, or 31 CFR Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to prevent such conflicts from harming Treasury's interests. The Contractor's disclosure submission shall include the information specified in 31 CFR § 31.211(b)(1) – (b)(6). Only after receiving this information will Treasury determine whether the Contractor should represent Treasury in that specific legal matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 CFR Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and, in appropriate cases, (5) civil or criminal actions.

(d) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 CFR Part 31 and any other applicable restrictions, the Contractor shall agree: (1) not to represent any party other than Treasury in any matter concerning the anticipated loans or other investments between Treasury and the institutions involved, (2) not to represent any other entity with respect to matters directly related to, or matters that may have a direct effect on, Treasury's loan or other investment in such institutions for the duration of the period that Treasury holds an investment in those institutions, such as representation in the bankruptcy or organizational restructuring of such institutions; (3) to have all attorneys assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office; and (4) to have all attorneys assigned to work under this contract enter into agreements at the inception of the contract prohibiting such attorneys from performing work relating to an institution in which the attorneys, their spouses, their minor children, or their other family members with whom the attorney has a close personal relationship, have a personal,

business, or financial interest. Such agreements with individual reviewing attorneys shall also require the attorneys to disclose prior to beginning work under the contract their personal, business, and financial relationships, as well as those of his or her spouse, minor children, and other family members with whom the individual has a close personal relationship that would cause a reasonable person with knowledge of the relevant facts to question (i) the individual's ability to perform under this contract, (ii) his or her objectivity or judgment in such performance, or (iii) his or her ability to represent the interests of the Treasury. Items (3) and (4) above shall apply to attorneys, and also to any paralegals who would perform significant work under the contract.

(f) Prior to beginning work on each assignment of a new legal matter, the Contractor shall review the submissions required by 31 CFR § 31.212 and section (f)(5) of this clause for personal conflicts of interest, and certify in writing to Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by Treasury. In making this determination, the Contractor may rely on the information obtained pursuant to 31 CFR § 31.212(b) and section (f)(5) of this clause, unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

H.5 PUBLICITY REQUIREMENTS

The contractor agrees to submit within two (2) working days of contract award a .pdf file of the fully executed contract or order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Treasury Department. The contractor shall supply the point of contact to work directly with the Public Affairs Office of the Treasury Department.

H.6 FIDUCIARY DUTY

The Contractor agrees that it shall have a fiduciary duty to the Government in its performance under this contract.

SECTION I – CONTRACT CLAUSES

1.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov.

<u>CLAUSE REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided or Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records -- Negotiation	JUN 1999
52.215-8	Order of Precedence -- Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost and Payment (Fill-in 30 th)	DEC 2002
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements -- Non-Commercial Item Acquisition Without Adequate Price Competition	FEB 2007
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-28	Post-Award Small Business Representation	JUN 2007
52.222-3	Convict Labor	
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era And Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans	SEP 2006

52.222-39	Notification of Employee Rights Concerning	
	Payment of Union Dues or Fees	DEC 2004
55.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy – Consuming	
	Products	DEC 2007
52.225-13	Restrictions on Certain Foreign	
	Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-17	Rights in Data – Special Works	DEC 2007
52.232-7	Payments Under Time-And-Materials	
	and Labor Hour Contracts	FEB 2007
52.232-17	Interest	OCT 2008
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer –	
	Central Contract Registration	OCT 2003
52.233-1	Disputes -	JUL 2002
	Alternate I (DEC 1991)	
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract	
	Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes – Time-And-Materials or	
	Labor Hour	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.246-25	Limitation of Liability – Services	FEB 2007
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
	(Alternate IV) (SEP 1996)	
52.249-14	Excusable Delays	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

**SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS [RESERVED]**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110.

(2) The small business size standard is \$7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)